



SIMLA, SATURDAY, OCTOBER 12, 1957 (ASVINA 20, 1879)

PART IV

Advertisements and Notices by Private Individuals and Corporations

MINISTRY OF LABOUR AND EMPLOYMENT

Employees State Insurance Corporation

NOTIFICATIONS

Trichur, the 20th September 1957

No. KR/INS.II-20(1)/57—It is hereby notified that Shri C. P. Sebastian, Advocate and Vice President, Travancore Coir Factory Workers' Union, Alleppey has been nominated as a member of the Local Committee for Quilon District under clause (1)(e) of Regulation 10-A of the Employees' State Insurance (General) Regulations, 1950—vice Shri T. V. Thomas, who has ceased to be a member of the said local committee.

The following amendments shall accordingly be made to this office Notification No. MR/CO-3(7)/55-(I) dated the 12th January 1957, namely—for item No. 9, the following shall be substituted:

"Shri C. P. Sebastian
Advocate and Vice President,
Travancore Coir Factory Workers' Union,
Alleppey."

By order

A. V. SUBRAHMANYAN
Assistant Regional Director-in-Charge

No. Estt./PF/AM/2—In exercise of the powers conferred by Section 97 of the Employees' State Insurance Act 1948 (34 of 1948), the Employees' State Insurance Corporation hereby makes, with the approval of the Central Government, the following amendments to the Employees' State Insurance Corporation (Provident Fund) Regulations, 1951, namely:—

In the said Regulations—

I. After regulation 6, the following Note shall be inserted namely:—

"Note—No pensioner, Civil or Military continued in service or re-employed after the date from which his pension takes effect, shall be admitted to the Fund, except with the previous concurrence of the appropriate Government. Government servants on leave preparatory to retirement will not be entitled to this concession."

II. After sub-clause (iii) of regulation 8(2)(a), the following sub-clause shall be inserted, namely:—

"(iv)—If the subscriber was on deputation out of India on the said date or was on leave on the said date and continues to be on leave and has elected to subscribe during such leave, his emoluments shall be the emoluments to which he would have been entitled had he been on duty in India."

III. (a). To regulation 9(i), the following proviso shall be added, namely:—

"Provided that if a subscriber entitled to the contribution of the Corporation either quits service or dies, such contribution for the period between the close of the preceding financial year and the date of his quitting service or death as the case may be, may be credited to his account forthwith".

(b) For the existing Explanation below regulation 9, the following Explanation shall be substituted, namely:—

"Explanation—Unless there is anything repugnant in the subject or context, pay (or emoluments) means pay, leave salary, or subsistence grant, as may be defined in the Employees' State Insurance Corporation (Staff) Regulations and shall include dearness pay appropriate to pay, leave salary or subsistence grant, for the purposes of this and other regulations".

IV. In regulation 10, for the words "General Provident Fund" wherever they occur, the words "Contributory Provident Fund" shall be substituted and the following proviso shall be added, namely:—

"Provided that if a person quits service or dies, interest due to him may be credited to his account during the course of a financial year."

V. In sub-regulation (2) of regulation 12, for the words "six months", the words "three months" shall be substituted.

VI. In regulation 13—(a) After clause (a)(iii), the following clause shall be inserted, namely:—

"(iv) to meet the cost of education of himself or any person actually dependent on him in the following types of cases:—

- for education outside India, whether for an academic, technical, professional or vocational course;
- for medical, engineering and other technical or specialised courses in India beyond the High School stage, provided that the course of study is for a period of not less than three years";

(b) At the end of clause (a), the following Explanation shall be inserted, namely:—

"Explanation—The Director General is competent to sanction advances to Principal Officers of the Corporation other than himself. Any request by the Director General for the grant of an advance to himself should be placed before the Standing Committee for sanction";

(c) in clause (b), the following Note shall be inserted at the end, namely:—

"Note—The term 'pay' as used in this clause does not include dearness pay".

VII. In regulation 14—

(1) clauses (a) & (b) shall be relettered as clauses (b) & (c) respectively, and before clause (b) as so relettered, the following clause shall be inserted, namely:—

"(a) Payment towards an insurance policy in the Postal Life Insurance may, at the option of a subscriber, be substituted for the whole or part of subscriptions to the Fund";

(2) in parts (2) and (3) of the first proviso to clause (b) as so re-lettered, for the words "twelve months" and "six months", the words "three months" shall be substituted

VIII. After regulation 14, the following regulation shall be inserted, namely:—

"14-A(1). The number of policies in respect of which withdrawal of subscriptions from the Provident Fund under regulation 14 may be permitted shall not exceed four

(2). The premium for a policy in respect of which withdrawal of subscriptions from the Provident Fund may be permitted under regulation 14 shall not be payable otherwise than annually.

Explanation—In computing the maximum number of policies specified in sub-regulation (1), policies which have matured shall be excluded".

IX. In sub-regulations (1) and (4) of regulation 18 for the words "three months", the words "six months" shall be substituted.

X. In sub-regulation (1) and in proviso (ii) to sub-regulation (2) of Regulation 20, for the words, brackets and figures "the provisions of sub-regulation (4) of regulation 18 applicable to a failure to assign and deliver the policy shall apply" the following shall be substituted, namely:—

"the provisions of regulation 22 shall apply as they apply in relation to cases where money withheld or withdrawn from the Fund under clause (b) of regulation 14 has been utilised for a purpose other than that for which sanction was given to the withholding or withdrawal."

XI. At the end of regulation 22, the following Note shall be inserted, namely:—

"Note—The term 'pay' as used in this regulation does not include subsistence grant or dearness pay".

XII. After regulation 22, the following regulation shall be inserted, namely:—

"22-A Final withdrawals during service—

(1) Non-refundable withdrawals may, subject to the provisions of sub-regulation (2), be granted to a subscriber from the amount standing to his credit in the Provident Fund by the Director General for the object or objects mentioned below:—

(i) to meet the cost of education of himself or of any person actually dependent on him in the following types of cases:—

(a) for education outside India, whether for an academic, technical, professional or vocational course; and

(b) for medical, engineering and other technical or specialised courses in India, beyond the High School stage, provided that the course of study is for a period of not less than three years.

(ii) to pay for the purpose of building or acquiring a suitable house including the cost of site, or for re-payment of any outstanding amounts on account of loans expressly taken for the purpose aforesaid before the date of receipt of the application for withdrawal.

(iii) to meet expenses in connection with the marriage of subscribers daughter or in the absence of a daughter, of any female relation actually dependent on the subscriber.

(2) A final withdrawal as above will not be permissible unless the subscriber concerned has rendered not less than 25 years' service (including broken periods of service, if any) or will within 5 years attain the age of superannuation. The amount of final withdrawals so granted shall not be refundable and shall be subject to the same terms and conditions as may be prescribed from time to time by the Government of India for similar withdrawals by their employees from the Contributory Provident Fund".

XIII. Regulation 23 shall be renumbered as sub-regulation (b) of that regulation, and (i) in the sub-regulation as so renumbered:—

(a) in the second proviso, for the words "for reasons of health", the words "for reasons of superannuation or health", and for the words "such medical authority as the Administration Committee may approve", the words "the competent medical authority" shall be substituted;

(b) after the second proviso, the following proviso and Explanation shall be inserted, namely:—

"Provided further, that a subscriber, who has been dismissed and is subsequently reinstated in the service shall, if required to do so by the Director General, repay to the Fund for credit to his account

any amount paid to him from the Fund in pursuance of this regulation, with interest thereon at the rate provided under regulation 10 in cash or in securities, or partly in cash and partly in securities, by instalments or otherwise, by recovery from his emoluments or otherwise, as the Director General may direct.

Explanation—The competent medical authorities for the purpose of this regulation shall be the same medical authorities who may be declared competent from time to time, for examining the employees of the Corporation of various categories, for physical fitness".

(2) After the sub-regulation as so renumbered, the following sub-regulation and Note shall be inserted, namely:—

"(2) Any person who desires to claim payment under this regulation shall send a written application in that behalf to the Chief Accounts Officer. Payment of amounts withdrawn shall be made in India only. The persons to whom the amounts are payable shall make their own arrangements to receive payments in India.

Note—When the amount standing to the credit of the subscriber, has become payable under this regulation, the Chief Accounts Officer shall authorise prompt payment of that portion of the amount standing to the credit of the subscriber in regard to which there is no dispute or doubt, the balance being adjusted as soon thereafter as may be".

XIV. After regulation 27, the following regulation shall be inserted, namely:—

"27-A. The Director General may, subject to the subsequent adoption of the formal modification or amendment in the regulations, where necessary, make applicable *mutatis mutandis* to the employees of the Corporation, all or any orders, instructions or modifications issued by the Central Government from time to time governing the grant of temporary advances and non-refundable withdrawals to its own employees from the Contributory Provident Fund of the Government of India".

XV. At the end of each of the Forms G, H and I, the following shall be added, namely:—

"One witness to signature

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V. M. ALBUQUERQUE
Director General

DELHI ROAD TRANSPORT AUTHORITY

NOTIFICATION

Delhi, the 29th January 1957

No. ADMI-7(42)/57—In exercise of the powers conferred by section 53 of the Delhi Road Transport Authority Act, 1950 (13 of 1950), the Delhi Road Transport Authority hereby makes, with the previous sanction of the Central Government, the following amendment to the Delhi Road Transport Authority (Free and Concessional Passes) Regulations 1954, namely:—

For regulation 5 of the said regulations, the following regulation shall be substituted, namely:—

"5. *Student/Trainee Concession Passes*—Monthly passes shall be available to *bona fide* students of educational institutions in Delhi, recommended by the Director of Education, Delhi, or by the Vice Chancellor, Delhi University, and to the *bona fide* trainees of the Training and Works Centres run by or under the authority of the Central Government in Delhi at the rate of 30 single fares for 60 single journeys subject to a maximum of Rs. 12/8/- and a minimum of Rs. 7/8/- per pass per month. An application for such a pass shall be certified by the Principal or Head Master of the institution concerned that the applicant is a *bona fide* student/trainee of that institution".

A. D. PANDIT
Chairman
Delhi Road Transport Authority

NOTICE

Bombay, the 31st July 1957

Notification by the Board of Directors of the Bombay Oilseeds and Oils Exchange Ltd., Bombay

Pursuant to Section 11 of the Forward Contracts (Regulation) Act, 1952, and Rule 11 of the Forward Contracts (Regulation) Rules, 1954

Notice is hereby given to all concerned that the General Body of the above Exchange has at its meeting, held at the Registered Office of the said Exchange, on 14th March 1957, approved the following amendments in the by-laws of the Exchange. Objections or suggestions, if any, to the said proposed amendments received by the Secretary of the Exchange within ten days from the date of publication of this notification, will be considered by the Exchange. A copy of the said objections or suggestions, if any, should also be forwarded to the Secretary, Forward Markets Commission, Government of India, 100, Marine Drive, Bombay 2.

Proposed Amendments

In the said by-laws:—

(1) For the words, "the Bombay Oilseeds Exchange Ltd.", wherever they occur, the words "The Bombay Oilseeds and Oils Exchange Ltd.", shall be substituted.

(2) After by-law 228 the following shall be inserted, namely:—

"228A. Where a seller has to deliver goods to the buyer the seller will be entitled to ask the buyer to deposit the amount equivalent to the cost of the goods in the Office of the Exchange before effecting delivery and where a seller has made such a demand the buyer shall so deposit such amount into the Office of the Exchange."

(3) For by-law 325 the following by-law shall be substituted, namely:—

"The Board's decision and ruling in any matter whether express provision is made in the by-laws or not and interpretation of the by-laws (or any of them) shall not be questioned by anybody bound by the by-laws."

(4) For by-law 328 the following by-law shall be substituted, namely:—

"(a) Terms of contract for oilseeds and specifications for Oils as provided in the relevant terms of contracts and specifications in the Appendix shall form part of the by-laws.

(b) In case of contracts for oilseeds on Bazar Dhara contracts, ready delivery contract terms (other than hedge contract), the parties may make any special stipulations as to refraction, quality and bagging.

(c) In case of contracts for oils on ready delivery contract terms or delivery contract terms (other than hedge contracts); the parties may make special stipulation as to quality (including specifications), packing and place of delivery."

(5) After By-law 331, the following by-laws shall be inserted, namely:—

"332. By-laws beginning with No. 333 to 342 (both inclusive) are additional by-laws for vegetable oils and/or oilcakes. All the by-laws of the Exchange as may be enforced at any time or from time to time shall also be applicable to all matters connected with oils and/or oilcakes in so far as those matters are not specifically dealt with, in the additional by-laws for oils and/or oilcakes and are not repugnant to the additional by-laws."

"333. Unless parties to a contract stipulate in the contract that the delivery of goods shall be only by delivery of a Railway Receipt or only by Godown delivery, the seller may for the fulfilment of a delivery contract tender goods either (i) by giving a railway receipt or (ii) by godown delivery at the buyer's godown."

"334. If the goods are tendered by a railway receipt the following provisions shall apply:—

(a) A railway receipt for a tank wagon or for barrels can be tendered upto the last date of the delivery period.

(b) A railway receipt for tank wagon should be for a minimum of 12 tons and a railway receipt for barrels should be for a minimum of 45 barrels. A seller may, however, tender a railway

receipt for a lesser quantity provided such tender is for the fulfilment of the contract by tender of balance quantity of goods.

(c) Where actual tare of the barrels is not ascertained, tare of the empty barrels will be computed at 1½ quarters or 24 seers for each barrel (one seer=82 2/7 tolas).

(d) Unless otherwise mutually agreed to between the buyer and the seller, a railway receipt shall be tenderable only for the following sidings:—

(i) All General Sidings of B.P.T. Rly.

(ii) Wadi Bunder.

(iii) Carnac Bunder

(iv) Byculla.

(e) (i) If the seller tenders a railway receipt for a siding other than the one agreed to, the buyer shall not be entitled to refuse to accept the railway receipt.

(ii) If the seller tenders a railway receipt for a siding other than the one agreed to and the railway receipt is in the name of a party other than that of the buyer, the seller shall, whenever it is possible to do so, arrange at his own cost rebooking or diversion of the wagon to the siding agreed to in the contract. Where such rebooking or diversion is not possible, he shall effect at his own cost delivery of goods from the siding to which goods would arrive or have arrived to the godown of the buyer.

(iii) If the seller tenders a railway receipt for a siding other than the one agreed to and the railway receipt so delivered is in the name of the buyer, the buyer shall, whenever it is possible to do so, arrange at the seller's cost rebooking or diversion of the wagon to the siding agreed to in the contract. Where such rebooking or diversion is not possible, the seller shall effect at his own cost delivery of goods from the siding to which goods would arrive or have arrived to the godown of the buyer.

(f) Where a railway receipt is tendered to a buyer by 3.30 p.m. on any working day except Saturdays and by 1.0 p.m. on Saturdays, the responsibility for demurrage upto 11.0 a.m. of the day following the day on which the seller tendered the railway receipt shall be that of the seller. If the railway receipt is tendered after 3.30 p.m. on week days except Saturdays and after 1.0 p.m. on Saturdays, the railway receipt shall be deemed to have been delivered on the next working day of the railway. Railway receipt can be tendered only upto 2.0 p.m. on the last date of the delivery period whether such last date falls on any working day or a half holiday including a Saturday.

(g) A buyer shall not refuse to take delivery of a railway receipt even where demurrage has become payable on the goods for which railway receipt has been tendered."

"335. If the goods are tendered by godown delivery the following provisions shall apply:—

(a) When a delivery contract is to be fulfilled by giving goods by godown delivery, unless otherwise mutually agreed to, the seller shall give delivery of goods at the buyer's godown.

(b) The seller shall send intimation to the buyer of his intention to deliver goods by godown delivery at the buyer's godown on any working day but not later than 2.0 p.m. on the last date of the delivery period whether such last date falls on any working day or a half holiday including a Saturday.

Note:—The intimation of the seller to the buyer is herein referred to as delivery instructions and it shall always be in writing.

(c) (i) For purposes of delivery of oil the unit of delivery shall be 18 tons; the seller shall deliver to the buyer one unit of oil in no more than 3 instalments; for the purposes of this by-law instalment means delivery of oil effected either by tank lorries or barrels in course of one day.

- (ii) The seller shall mention in delivery instructions whether he intends to give delivery of goods in barrels or in tank lorries. Where no such clarification is made in delivery instructions, it shall always be understood that the delivery will be by barrels.
- (iii) The seller shall deliver to the buyer at a time a minimum of three tons of oil either by tank lorries or by barrels except for the last delivery in final fulfilment of the contract when he may give delivery of lesser quantity.
- (iv) Where a seller delivers oil by tank lorries, the buyer shall take delivery of oil within three hours of the arrival of the tank lorries at his (buyer's) godown.
- (v) Delivery instructions issued by a seller shall be for delivery of goods within five working days from the date of the delivery instructions.
- (d) (i) The seller shall deliver goods at the buyer's godown free of charge at any place from Colaba to Sion.
- (ii) Where a seller delivers goods at the buyer's godown at a place outside the area of Colaba to Sion mentioned in (i) above but within the Municipal limits of Greater Bombay, the seller shall be entitled to recover from the buyer such cartage as may be fixed by the Board from time to time in this regard.
- (e) (i) The buyer shall empty the barrels within two working days of the delivery of the goods by the seller at his godown.
- (ii) When a sample of oil has been sent to the Laboratory of the Exchange for analysis the buyer shall empty the barrels within two working days of the receipt of the analysis report from the Laboratory of the Exchange.
- (iii) The seller shall remove the empty barrels from the buyer's godown within two working days of the intimation in writing from the buyer that the barrels have been emptied.
- (f) If the seller fails to remove empty barrels as provided in the By-laws, he shall pay to the buyer rent at Rs 0-2-0 per barrel per day.
- (g) If the buyer fails to deliver the barrels as provided above, he shall pay to the seller Rs 0-2-0 per barrel per day until the barrels are emptied.
- (h) Provisions regarding emptying and removal of barrels and the charge payable for failure to do so shall also be applicable where barrels have been delivered under Railway Receipts.
- "336. (a) In a delivery contract—
- (i) tank will mean 18 tons.
- (ii) barrel will mean 14 quarters.
- (iii) tin will mean 1½ quarters.
- (b) Where a contract gives option to the seller to deliver goods on the basis of a minimum to a maximum quantity, the following provisions shall apply:—
- (i) If the goods delivered by the seller are within the minimum to the maximum quantity contracted for, the contract shall be deemed to have been fulfilled.
- (ii) Where goods are not delivered at all or where goods delivered are less than the minimum quantity mentioned in the contract, the contract for purposes of these by-laws, shall be deemed to be a contract for a quantity equal to the average of the minimum and maximum quantity.
- (iii) Where goods delivered are more than the maximum quantity mentioned in the contract, the contract for the purposes of these by-laws shall be deemed to be a contract for the quantity equal to the maximum quantity mentioned in the contract and the quantity delivered in excess of the maximum quantity mentioned in the contract shall be treated as the excess quantity for the purposes of these by-laws.
- Illustration:—If the contract is for 16 to 18 tons, 16 tons is the minimum quantity, 18 tons is the maximum quantity and 17 tons is the average quantity.
- (c) When the seller submits his bill to the buyer for the balance amount, he shall send to the buyer all necessary particulars as may be specified by the Board from time to time.
- (d) If the due date falls on a holiday prescribed by the Exchange, the preceding working day shall be considered the due date.
- (e) Where a railway receipt or delivery instructions are tendered according to the By-laws of the Exchange, the buyer shall be bound to take delivery of goods under the railway receipt or by godown delivery even if there be any dispute regarding quality, specifications, packing, etc at the time of taking delivery of the goods.
- (f) A contract shall be deemed to have been fulfilled if the quantity delivered is 2 per cent more or less than the quantity contracted for."
- "337 (a) (i) The buyer shall inform the seller about the arrival of the tank/wagon at the destination.
- (ii) Unless otherwise mutually agreed to, the parties shall not be entitled to ask for postponement of unloading, weighment and sampling of goods.
- (iii) If the seller is not present at the destination within 1½ hour of the intimation from the buyer about the arrival of tank/wagon, the buyer shall inform in writing the seller as well as the Exchange about the arrival of the tank/wagon in such a way that such intimation reaches the seller and the Exchange before the expiry of the free period allowed by the railways for unloading of the goods.
- (iv) The seller shall inform the buyer at the time of the tender of the railway receipt the address at which the seller should be informed about the arrival of the tank/wagon, if such intimation is to be given outside the office hours or on holidays. The address to be given by the seller for delivery of the intimation in writing should be in A, B, C, or D Ward.
- (v) The buyer shall start unloading of the tank/wagon on the arrival of the representative of the seller or of the Exchange as the case may be.
- (vi) If the seller does not remain present at the destination during the free time allowed by the railway for unloading the tank/wagon, the buyer shall, at his convenience, unload the goods and weigh and take samples in the presence of a representative of the Exchange.
- (vii) On the request of the buyer, the Secretary of the Exchange shall depute a representative to the destination at which the tank/wagon has arrived.
- (viii) The buyer shall be entitled to recover from the seller the demurrage incurred on the tank/wagon due to the late attendance or non-attendance of the seller, as also such fees as may be payable to the Exchange for the attendance of the representative and such other fees for weighment and sampling done by the Exchange.
- (ix) Where a seller does not remain present at the destination within 1½ hour of the arrival of the tank/wagon, the buyer shall be entitled to recover from the seller demurrage if any, to the extent of the time lost by the seller in attending the destination after the expiry of 1½ hours.
- (b) Where a seller has given delivery of goods to the buyer by godown delivery the following provisions shall be observed with regard to unloading, weighment and sampling:—

- (i) The buyer shall weigh and draw samples of the goods in presence of the seller latest by the day following the day of unloading of goods according to the By-laws of the Exchange.
- (ii) If the seller does not remain present at the buyer's godown latest by the day following the day of the unloading of the goods, the buyer shall weigh and take samples of the goods in the presence of the representative of the Exchange.
- (iii) The buyer shall be entitled to recover from the seller charges for the attendance of the representative of the Exchange and fees for weighment and sampling of goods."
- (c) Where a buyer refuses to weigh or draw samples according to the By-laws of the Exchange of the goods received under a Railway Receipt or by Godown Delivery, the following provisions shall apply:—
- (i) The seller shall be entitled to request the Exchange to send its representative to the buyer's godown or railway siding for the purpose of weighment and sampling of goods.
- (ii) If the buyer does not permit the seller or representative of the Exchange to weigh and draw samples of the goods, the seller shall be entitled to take the weight as mentioned in his books at the time of effecting the delivery of the goods or as per the Railway Receipt as final and quality of the goods will be treated as pass.
- (iii) The seller shall be entitled to recover from the buyer the charges for the attendance of the representative of the Exchange and fees for weighment and sampling of the goods.
- "338. (a) The buyer shall pay to the seller 80 per cent of the value of the goods against tender of the Railway Receipt to him or against delivery of goods at his godown.
- (b) (i) The buyer shall pay the balance of 20 per cent within 3 days of the presentation by the seller of the Bill with all necessary particulars as may be specified by the Board from time to time.
- (ii) Where goods have been tendered by delivery of railway receipt, buyer shall be entitled to deduct a discount at 1/8 per cent on the full value of the goods at the time of the final settlement of the accounts by way of payment of balance of 20 per cent.
- (iii) Where a seller has tendered a railway receipt against the delivery contract to the buyer but the goods under the railway receipt do not arrive at the destination by the 25th day from the tender of the railway receipt, the following provisions shall apply:—
- (1) The buyer shall be entitled to ask for refund of the amount paid by him to the seller against the Railway Receipt together with interest at 6 per cent.
- (2) The seller shall immediately repay the amount to the buyer and the buyer shall return the railway receipt to the seller.
- (3) The seller shall be entitled to deliver to the buyer goods by godown delivery within two working days from the intimation from the buyer about the non-arrival of goods. If, however, the goods under the railway receipt arrive at the destination during these two working days the seller shall be entitled to re-tender the railway receipt to the buyer.
- (4) If the seller fails to deliver goods by godown delivery within 2 working days from the intimation from the buyer of non-arrival of goods the buyer shall be entitled to exercise on the third working day the options allowed to him under By-law 338(c).
- (c) In case a seller fails to tender goods according to the contract the buyer shall be entitled to have any of the following options:—
- (i) Cancel the contract.
- (ii) Buy on the seller's account either railway receipt or ready goods on the due date after 2 p.m. and claim from the seller the difference of the contract price and the purchase price if the latter is higher than the former.
- (iii) Close the transactions on the due date at the spot rate fixed under the By-laws and claim from the seller the difference of the contract price and the spot rate if the latter is higher than the former.
- (iv) The buyer shall be entitled to exercise one option for some part of the contract and another option for another part of the contract at his discretion.
- (d) In case the buyer refuses to accept a railway receipt or delivery instructions or he fails to take delivery of the goods against delivery instructions tendered according to the contract, the seller shall be entitled to have any of the following options:—
- (i) Cancel the contract on the day on which the buyer refuses to accept the Railway receipt or delivery instructions or the buyer fails to take delivery of the goods against delivery instructions.
- (ii) Sell on the buyer's account railway receipt or ready goods before the end of the next working day of the buyer refusing to accept the Railway Receipt or delivery instructions or the buyer failing to take delivery of the goods against delivery instructions and claim from the buyer the difference of contract price and sale price, if the former is higher than the latter.
- (iii) Close the contract on the day on which the buyer refuses to accept the Railway Receipt or delivery instructions or the buyer fails to take delivery of the goods against delivery instructions, at the spot rate fixed under the By-laws and claim from the buyer difference of the contract price and the spot rate if the former is higher than the latter.
- (iv) The seller shall be entitled to exercise one option for some part of the contract and another option for another part of the contract at his discretion.
- (e) In case of railway receipt if the goods delivered are more than the quantity contracted for, the following provisions shall apply:—
- (i) The quantity in excess of 2 per cent but not exceeding 2 tons shall be settled at the spot rate prevailing on the day on which the weighment takes place. The seller shall further allow to the buyer discount of annas 2 per quarter for such excess quantity.
- (ii) The quantity in excess of 2 tons but not exceeding 4 tons shall be settled at the spot rate prevailing on the day on which the weighment takes place. The seller shall further allow to the buyer a discount of annas 4 per quarter for such excess quantity.
- (iii) If there is any quantity in excess of 4 tons the seller will take back delivery of such excess quantity of oil.
- (f) (i) In case a seller has delivered less goods than the quantity contracted for he shall be entitled to deliver the balance quantity upto the due date but in all such cases he will deliver goods either by tender of railway receipt or by godown delivery in accordance with the By-laws of the Exchange.
- (ii) If the seller fails to deliver the balance goods the buyer shall have the options allowed to him under By-law 338(c) of the

Exchange for such short delivery which is actually short of the contracted quantity.

- (g) The buyer shall bear all expenses of unloading, weighment and sampling of goods.
- (h) Where a seller fails to deliver goods by the last day mentioned in the delivery instructions the buyer shall be entitled to exercise the options stated in By-law 338(c) for the quantity mentioned in the delivery instructions on the sixth day of the issue of the delivery instructions instead of on the due date."

"339. If under analysis report the buyer becomes entitled to reject the goods, the following provisions shall apply:—

- (a) If the buyer intends to reject the goods, he shall inform the seller in writing of rejection of goods before the end of the next following working day from the receipt of the analysis report under which he rejects the goods.
- (b) If the analysis report is received before the due date and the buyer sends intimation to the seller rejecting the goods, the seller on receipt of the note of rejection from the buyer shall have option to deliver another railway receipt or goods by godown delivery in accordance with the By-laws.
- (c) On receipt of the rejection note from the buyer, the seller shall remove at his own expense goods from the buyer's godown within two working days of the receipt of rejection note from the buyer.
- (d) The seller shall before the end of the next following working day of the receipt of the rejection note repay the full amount received by him in part payment for the goods to the buyer with interest thereon at 6 per cent as also charges for cartage, if any, loading, unloading, insurance, weighment, etc. as may be fixed by the Board from time to time.
- (e) If the seller fails to remove goods within the prescribed time, the buyer shall also be entitled to recover from the seller godown rent at Rs. 0-12-0 per ton a day for the period in excess of the days provided under the By-laws.
- (f) If the seller fails to remove the goods within a week from the day of the receipt of the rejection note the buyer shall be at liberty to sell the goods at the risk and cost of the seller and recover the loss incurred by him, if any, and other charges to which he may be entitled under the By-laws.
- (g) (1) If the goods are rejected before the due date and the seller has sufficient time under the By-laws to replace the goods before the due date the following provisions shall apply:—
 - (i) The seller shall be entitled to replace the goods only once.
 - (ii) If the buyer becomes entitled to reject the goods which have been replaced as stated in sub-clause (i) the buyer shall be entitled to any of the following options:—
 - (a) To cancel the contract;
 - (b) To buy on account and at the risk of the seller on the next working day after the written intimation of rejection to the seller;
 - (c) To close the transaction at the spot rate on the next working day after the written intimation of rejection to the seller.
- (2) If the goods are rejected before the due date but the seller fails to replace the goods by the due date the buyer shall be entitled to any of the following options:—
 - (a) To cancel the contract;
 - (b) To buy on account and at the risk of the seller on the due date after 2-0 p.m.
 - (c) To close the transaction at the spot rate of the due date.
- (3) A. If the seller had delivered goods to the buyer either by railway receipt or by godown delivery five days prior to

the due date mentioned in the contract and these goods are rejected after the due date, the following provisions shall apply:—

- (i) The seller shall be entitled to replace the goods only once.
- (ii) The seller shall replace the goods by godown delivery within two working days from the receipt of the intimation from the buyer about the rejection of the goods.
- (iii) If the seller fails to replace the goods the buyer shall be entitled to any of the following options:—
 - (a) To cancel the contract.
 - (b) To buy on account and at the risk of the seller on the 3rd working day after the receipt of intimation of rejection by the seller.
 - (c) To close the transaction at the spot rate on the third working day after the intimation of the rejection by the seller.

B. If the seller had delivered goods either by godown delivery or by railway receipt during the last five days of the due date mentioned in the contract and if these goods are rejected after the due date, the seller shall not be entitled to replace the goods and the buyer shall be entitled to any of the following options:—

- (a) To cancel the contract.
- (b) To buy on account and at the risk of the seller on the next working day after the intimation of rejection to the seller.
- (c) To close the transaction at the spot rate on the next working day after the intimation of rejection to the seller.

(4) The buyer shall be entitled to exercise in (1), (2) and (3) above one option for some part of the contract and another option for another part of the contract at his discretion.

- (h) Where a seller becomes entitled to replacement of goods under the By-laws and the seller wants to replace the goods according to the By-laws but the buyer refuses to take delivery of the goods, seller shall be entitled to exercise the options to which he is entitled under By-law 338(d)."

"340. (a) Ready delivery contracts may be on the basis of samples or on the basis of a quality mentioned in the contract.

- (b) The contracts may be oral or in writing.
- (c) The delivery of goods shall be effected within 7 days
- (d) In calculating the period for taking delivery of the whole lot or the balance of the goods of the contract, the period shall be calculated from the date of the original contract.
- (e) If the buyer fails to take delivery of the goods, by the last date, the seller will have the options allowed to him under similar circumstances under By-laws relating to delivery contracts.
- (f) If the seller fails to give delivery of the goods, by the last date, the buyer will have the options allowed to him under similar circumstances under By-laws relating to delivery contracts.
- (g) Provisions relating to—
 - (i) delivery of goods by the seller to the buyer;
 - (ii) payment by the buyer to the seller for goods received;
 - (iii) drawing of samples etc. and

(iv) replacement of the goods when option has been given to the buyers to reject goods, in case of ready delivery contracts will be the same as in case of delivery contracts."

"341. In the event of any dispute with regard to quality or specifications of goods, the samples of goods shall be sent to the Laboratory of the Exchange for analysis; the report of the Laboratory of the Exchange, for the purposes of the By-laws shall be authentic and shall be final and binding on the parties to the dispute."

"342. (a) The Board shall at any time and from time to time make rules and/or procedure to be followed for oils and oilcakes for—

(i) Sampling.

(ii) Analysis.

(iii) Payment of fees and charges regarding quality tests and appeals in respect thereof.

(iv) Matters connected with cess, duties, levies and/or taxes of any authority either local, State or Central.

(b) The Board shall also fix—

(i) Fees for various tests for oilseeds, oils and oilcakes in the Laboratory of the Exchange and for Certificates of Origin and Certificates of Weighment.

(ii) Charges for the attendance of the representative of the Exchange.

(iii) Fees and charges for other matters provided for in the By-laws.

(iv) Fees and charges for matters not specifically provided for in the By-laws.

(c) The Board shall be entitled to amend any rules, procedure, fees, charges, etc. at any time or from time to time as may be necessary.

(d) Rules etc. framed by the Board shall be binding on all those governed by the By-laws.

(e) Add the following specifications for —

(i) Raw Groundnut Oil.

(ii) Refined Groundnut Oil.

(iii) Castor Oil—Commercial.

(iv) Castor Oil—1st Pressing.

(v) Linseed Oil Raw.

(vi) Kardi Oil.

(vii) Nigerseed Oil.

(viii) Gingelly or Sesame Oil.

(ix) Cottonseed Oil—Washed.

(x) Mowra Oil.

(xi) Rape or Mustard Oil.

(xii) Coconut Oil, Refined edible Grade I Edible, Grade II Edible,—in the appendix to the By-laws of the Exchange."

Specifications for raw groundnut oil

Description	Moisture + sediment/suspended matter % by weight	Colour on Iovibond Scale in $\frac{1}{8}$ " cell expressed as (Y + 5 R) not deeper than	Specific gravity @ 30°/30°C	Refractive index @ 40°C	Saponification value	Iodine value (wij's)	Unsaponifiable matter %	F. F. A.	Bellier figure
1	2	3	4	5	6	7	8	9	10
Groundnut oil shall be the oil obtained by a process of expressing groundnut (<i>Arachis Hypogaea</i>) only. It shall be free from admixture with any other oil or substance and shall conform to these specifications. It shall also be free from moisture, suspended matter or sediment in terms of these specifications.	<i>Basis 0.50%</i> When moisture + sediment/suspended matter. (a) is upto 0.50% no rebate. (b) exceeds 0.50% but does not exceed 1.00% single rebate. (c) exceeds 1.00% buyer's option to reject. Rebate is payable by the seller to the buyer.	<i>Basis 7.5 Units</i> When Colour on Iovibond scale in $\frac{1}{8}$ " cell expressed as (Y + 5 R). (a) is upto 7.5 units — no rebate. (b) is deeper than 7.5 units but not deeper than 11 units rebate @ 0.6 per. qr. of 28 lbs. (c) is deeper than 11 units buyer's option to reject. Rebate is payable by the seller to the buyer.	0.905 to 0.913	1.4820 to 1.4840	188 to 195	87 to 98	<i>Basis 1.00%</i> When unsaponifiable matter exceeds 1.00% buyer's option to reject.	<i>Basis 2.00%</i> When F.F.A. (a) is upto 2.00% no rebate. (b) exceeds 2.00% but does not exceed 3.00% single rebate. (c) exceeds 3.00% buyer's option to reject. The rebate is payable by the seller to the buyer.	39 to 40

Specifications for refined groundnut oil

Description	Moisture + sediment/suspended matter % by weight	Colour on Iovibond scale in 1" cell expressed as (Y + 5 R) not deeper than	Specific gravity @ 30°/30°C	Refractive index @ 40°C	Saponification value	Iodine value (wij's)	Unsaponifiable matter %	F. F. A.	Bellier figure
1	2	3	4	5	6	7	8	9	10
Groundnut oil shall be the oil obtained by a process of expressing groundnut (<i>Arachis Hypogaea</i>) only. It shall be clear and free from admixture with any other oil or substance and shall conform to these specifications. It shall also be free from moisture, suspended matter or sediment in terms of these specifications. The refining of the oil shall be done by neutralisation with alkali, bleaching with Fuller's earth and/or activated carbon and deodorisation with steam. No other chemical bleaching agents shall be used.	<i>Basis 0.10%</i> When moisture + sediment/suspended matter. (a) is upto 0.10% no rebate. (b) exceeds 0.10% but does not exceed 0.15% single rebate. (c) exceeds 0.15% buyer's option to reject. The rebate is payable by the seller to the buyer.	<i>Basis 3 Units</i> (a) is upto 3 units no rebate. (b) exceeds 3 units buyer's option to reject.	0.905 to 0.913	1.4820 to 1.4840	188 to 195	87 to 98	<i>Basis 0.80%</i> When unsaponifiable matter. (a) exceeds 0.80% buyer's option to reject.	<i>Basis 0.25%</i> When F.F.A. (a) is upto 0.25% no rebate. (b) exceeds 0.25% buyer's option to reject.	39 to 40

Specifications for commercial castor oil

Description	Moisture + sediment/suspended matter % by weight	Colour in 1" cell expressed as (Y+R) not deeper than	Specific gravity @ 30°/30°C	Refractive index @ 40°C	Iodine value (wij's)	Saponification value	Unsaponifiable matter %	F. F. A.	Acetyl value not less than
1	2	3	4	5	6	7	8	9	10
Commercial Castor Oil shall be the oil obtained from the castor seeds (ricinus communis) only. It shall be free from admixture with any other oil or substance and shall conform to these specifications. It shall also be free from moisture, sediment or suspended matter in terms of these specifications.	<i>Basis 0.50%</i> When moisture + sediment/suspended matter— (a) is upto 0.50% no rebate. (b) exceeds 0.50% but does not exceed 0.75% single rebate. (c) exceeds 0.75% but does not exceed 1.00% double rebate for the full excess over 0.50%. (d) exceeds 1.00% buyer's option to reject. The rebate is payable by the seller to the buyer.	<i>Basis 30 Units</i> When colour:— (a) is not deeper than 30 units no rebate. (b) is deeper than 30 units but is not deeper than 40 units—the seller shall allow 1/10% rebate to the buyer. (c) is deeper than 40 units—buyer's option to reject.	0.954 to 0.960	1.4700 to 1.4740	82 to 90	177 to 185	<i>Basis 1.00%</i> When unsaponifiable matter exceeds 1.00% buyer's option to reject.	<i>Basis 1.50%</i> When F.F.A.— (a) is upto 1.50% no rebate. (b) exceeds 1.50% but does not exceed 2.00% single rebate. (b) exceeds 2.00% buyer's option to reject. The rebate is payable by the seller to the buyer.	143

Specifications for first pressing castor oil

Description	Moisture + sediment/suspended matter % by weight	Colour in 1" cell not deeper than	Specific gravity @ 15.5°/15.5°C	Refractive Index @ 20°C	Iodine value (wij's)	Saponification value	Unsaponifiable matter%	F.F.A.	Acetyl value not less than	Critical solution temp. in alcohol.
1	2	3	4	5	6	7	8	9	10	11
First pressing castor oil shall be the refined product of castor oil obtained from the castor seeds (ricinus communis) only. It shall be free from admixture with any other oil or substance and shall conform to these specifications. It shall also be free from moisture, sediment or suspended matter in terms of these specifications.	<i>Basis 0.25%</i> When moisture + sediment/suspended matter— (a) is upto 0.25% no rebate. (b) exceeds 0.25% buyer's option to reject.	Shall not be deeper than Y—2.2 R—0.3 If deeper than Y—2.2 R—0.3 buyer's option to reject.	0.958 to 0.969	1.4770 to 1.4810	82 to 90	177 to 187	<i>Basis 1.00%</i> When unsaponifiable matter exceeds 1.00% buyer's option to reject.	<i>Basis 1.50%</i> (a) When F.F.A. is upto 1.50% no rebate. (b) exceeds 1.50% but does not exceed 2.00% single rebate (c) exceeds 2.00% buyer's option to reject. Rebate is payable by the seller to the buyer.	143	Below 0°C

Specifications for linseed oil

Description	Moisture % by weight	Colour on lovibond scale in 1" cell expressed as (Y + 10R) not deeper than	Specific gravity @ 30°/30°C	Refractive Index @ 40°C	Saponification value	Iodine value (wij's)	Unsaponifiable matter%	F.F.A.	Foots% as per B.S.S. method
1	2	3	4	5	6	7	8	9	10
Raw Linseed Oil shall be the oil obtained by a process of expressing linseed (seed of linum usitatissimum) only. It shall be free from admixture with any other oil or substance and shall conform to these specifications. It shall also be free from moisture and foots in terms of these specifications.	<i>Basis 0.15%</i> When moisture— (a) is upto 0.15% no rebate. (b) exceeds 0.15% but does not exceed 0.20% single rebate. (c) exceeds 0.20% of buyer's option to reject. Rebate is payable by the seller to the buyer.	<i>Basis 35 units</i> When colour on lovibond scale in 1" cell (a) is not deeper than 35 units—no rebate. (b) is deeper than 35 units buyer's option to reject.	0.923 to 0.928	1.4720 to 1.4750	188 to 195	Not less than 175	<i>Basis 1.5%</i> When unsaponifiable matter exceeds 1.5% buyer's option to reject.	<i>Basis 2.00%</i> When F.F.A.— (a) is upto 2.00% no rebate. (b) exceeds 2.00% buyer's option to reject.	<i>Basis 1.00%</i> When foots: (a) are upto 1.00% (b) no rebate exceeds 1.00% but does not exceed 10.00% single rebate. (c) exceeds 10.00% buyer's option to reject. Rebate is payable by the seller to the buyer.

Specifications for kardi oil

Description	Moisture + sediment/suspended matter % by weight	Colour on Lovibond scale in 1" cell expressed as (Y + 5R) not deeper than	Specific gravity @ 30°/30°C	Refractive Index @ 40° C	Saponification value	Iodine value (wij's)	Unsaponifiable matter % not more than	F.F.A.	Bellier figure
1	2	3	4	5	6	7	8	9	10
Kardi oil shall be the oil obtained by a process of expressing Kardi (Safflower <i>Carthamus Pictorius</i>) only. It shall be free from admixture with any other oil or substance and shall conform to these specifications. It shall also be free from moisture, suspended matter or sediment in terms of these specifications.	Basis 0.50% When moisture + sediment/suspended matter— (a) is upto 0.50%—no rebate. (b) exceeds 0.50% but does not exceed 0.75% single rebate. (c) exceeds 0.75% but does not exceed 1.00% double rebate for the full excess over 0.50%. (d) exceeds 1.00% buyer's option to reject. Rebate is payable by the seller to the buyer.	Basis 15 units When colour is— (a) upto 15 units—no rebate. (b) exceeds 15 units buyer's option to reject.	0.915 to 0.920	1.4680 to 1.4720	189 to 195	138 to 147	Basis 1.0% When unsaponifiable matter exceeds 1.0% buyer's option to reject.	Basis 2.00% When F.F.A.— (a) is upto 2.00%—no rebate. (b) exceeds 2.00% but does not exceed 2.50% single rebate. (c) exceeds 2.50% buyer's option to reject. Rebate is payable by the seller to the buyer.	15 to 16

Specifications for nigerseed oil

Description	Moisture + sediment/suspended matter % by weight	Colour on Lovibond scale in 1" cell expressed as (Y + 5R) not deeper than	Specific gravity @ 30°/30°C	Refractive Index @ 40° C	Saponification value	Iodine value (wij's)	Unsaponifiable matter % not more than	F.F.A.	Bellier figure
1	2	3	4	5	6	7	8	9	10
Nigerseed oil shall be the oil obtained by a process of expressing nigerseed (<i>Guizotia Abyssinica</i>) only. It shall be free from admixture with any other oil or substance and shall conform to these specifications. It shall also be free from moisture, suspended matter or sediment in terms of these specifications.	Basis 0.50% When moisture + sediment/suspended matter— (a) is upto 0.50%—no rebate. (b) exceeds 0.50% but does not exceed 0.75%—single rebate. (c) exceeds 0.75% but does not exceed 1.00% double rebate for the full excess over 0.50%. (d) exceeds 1.00% buyer's option to reject. Rebate is payable by the seller to the buyer.	Basis 15 Units When colour is— (a) upto 15 units no rebate. (b) exceeds 15 units buyer's option to reject.	0.917 to 0.920	1.4680 to 1.4700	189 to 195	125 to 140	Basis 1.0% When unsaponifiable matter exceeds 1.0% buyer's option to reject.	Basis 2.00% When F.F.A.— (a) is upto 2.00%—no rebate. (b) exceeds 2.00% but does not exceed 2.50%—single rebate. (c) exceeds 2.50% buyer's option to reject. Rebate is payable by the seller to the buyer.	25 to 26

Specifications for gingelly or sesame oil

Description	Moisture + sediment/suspended matter % by weight	Colour on Lovibond scale in 1" cell expressed as (Y + 5R) not deeper than	Refractive Index @ 40° C	Specific gravity @ 30°/30°C	Iodine value (wij's)	Saponification value	Unsaponifiable matter % not more than	F.F.A.
1	2	3	4	5	6	7	8	9
Sesame oil shall be the oil obtained by a process of expression of Sesame (Til) seed (<i>Sesamum Orientale</i>) belonging to black brown or white varieties or a mixture thereof. It shall be free from admixture with any other oil or substance and shall conform to these specifications. It shall also be free from moisture, sediment or suspended matter in terms of these specifications.	Basis 0.50% When moisture + sediment/suspended matter— (a) is upto 0.50%—no rebate. (b) exceeds 0.50% but does not exceed 0.75%—single rebate. (c) exceeds 0.75% but does not exceed 1.00% double rebate for the full excess over 0.50%. (d) exceeds 1.00% buyer's option to reject. The rebate is payable by the seller to the buyer.	Basis 20 Units When colour is— (a) Upto 20 units—no rebate. (b) deeper than 20 units buyer's option to reject.	1.4645 to 1.4665	0.915 to 0.919	105 to 115	188 to 193	Basis 1.8% When unsaponifiable matter exceeds 1.8% buyer's option to reject.	Basis 2.00% When F.F.A. is— (a) upto 2.00%—no rebate. (b) exceeds 2.00% but does not exceed 2.50%—single rebate. (c) exceeds 2.50% but does not exceed 3.00% double rebate for the full excess over 2.00%. (d) exceeds 3.00% buyer's option to reject. The rebate is payable by the seller to the buyer.

Baudouin Test—Place in a test tube 5 ccs. of the mixture (one part of sesame oil and 99 parts of refined groundnut oil) and 5 ccs. of hydrochloric acid (specific gravity 1.19) and add to it 8 drops of 2 per cent solution in alcohol of freshly distilled furfural; shake vigorously for 2 minutes and allow to stand. The acid layer becomes distinctly red. Quickly filter the acid layer through a wet filter paper and examine the filtrate against a Lovibond scale in a 1 cm. cell or against a red colour comparator.

Specifications—The quality of the sesame oil shall be such that when it is mixed with refined groundnut oil in the proportions of 1:99 the red colour produced by the Baudouin test (as described above) shall not be lighter than 3.0 units in a 1 cm. cell on a Lovibond scale.

Specifications for cottonseed oil (washed)

Description	Moisture + sediment/ Suspended matter% by weight	Colour on lovibond scale in 1" cell expressed as (Y+10R) not deeper than	Refractive index @ 40°C	Specific Gravity (@) 30°/30°C	Iodine Value (wij's)	Saponi- fication value	Unsaponifiable matter %	F.F.A.
1	2	3	4	5	6	7	8	9
Cottonseed oil shall be the oil obtained from the seed of plain cotton (<i>Gossypium</i> sp.) only. It shall be clear and free from admixture with any other oil or substance and shall conform to these specifications. It shall also be free from moisture, suspended matter or sediment in terms of these specifications. The oil shall be neutralised with an alkali, washed and dried.	<i>Basis 0.15%</i> When moisture + sediment/suspended matter (a) is upto 0.15% no rebate. (b) exceeds 0.15% buyer's option to reject.	<i>Basis 40 units</i> (a) When colour is upto 40 units—no rebate. (b) is deeper than 40 units buyer's option to reject.	1.4645 to 1.4660	0.910 to 0.920	105 to 112	190 to 198	<i>Basis 1.5%</i> When unsaponifiable matter exceeds 1.5% buyer's option to reject.	<i>Basis 0.25%</i> (a) When F.F.A. is upto 0.25%—no rebate. (b) exceeds 0.25% buyer's option to reject.

Specifications for Mahuda oil

Description	Moisture + sediment/ suspended matter % by weight	Colour on lovibond scale in 1" cell expressed as (Y+5R) not deeper than	Refractive Index @ 40°C	Specific gravity (@) 95°/30°C	Saponi- fication value	Iodine value (wij's)	Unsaponifiable matter % max	F.F.A.	Titro 0°C minimum
1	2	3	4	5	6	7	8	9	10
Mahuda oil shall be the oil expressed from seeds of <i>Madhuca</i> (<i>Bassia</i>) <i>Latifolia</i> or <i>Longifolia</i> or a mixture of both. It shall be free from admixture with any other oil or substance and shall conform to these specifications. It shall also be free from moisture, sediment or suspended matter in terms of these specifications.	<i>Basis 0.50%</i> When moisture + sediment/suspended matter. (a) is upto 0.50% no rebate. (b) exceeds 0.50%—buyer's option to reject.	<i>Basis 30 Units</i> When colour is— (a) upto 30 units no rebate. (b) deeper than 30 units buyer's option to reject.	1.4590 to 1.4610	0.862 to 0.875	187 to 196	58 to 70	<i>Basis 3.0%</i> When unsaponifiable matter exceeds 3.0% buyers' option to reject.	<i>Basis 20.00%</i> When F.F.A. is— (a) upto 20.00%—no rebate. (b) exceeds 20.00% buyer's option to reject.	40°C

Specifications for rape or mustard oil

Description	Moisture % by weight	Colour on lovibond scale in 1" cell expressed as (Y+5R) not deeper than	Refract- ive Index @ 40°C	Specific gravity (@) 30°/30°C	Iodine value (wij's)	Saponifi- cation value	F.F.A.	Unsaponifiable matter%	Natural Essential oil% by weight as Allyl Isothio- cyanate
1	2	3	4	5	6	7	8	9	10
GRADE I. The material shall be obtained by a process of expression of clean and sound seeds of <i>brassica campestris</i> (Yellow and brown Sarson) or <i>brassica juncea</i> (lahi,rai, or laha) or <i>brassica napus</i> (rape or toria) or a mixture of these seeds. It shall be free from rancidity adulterants, sedi-ment or suspended matter and moisture in terms of these specifications and other foreign mat-ter, separated water and added colouring and flavouring sub-stances.	<i>Basis 0.25%</i> When moisture% by weight (a) is upto 0.25% no rebate. (b) exceeds 0.25% buyer's option to reject.	<i>Basis 50 Units.</i> When colour on lovibond scale in 1" cell expressed as (Y+5R) (a) is upto 50 units, no rebate. (b) is deeper than 50 units buyer's option to reject.	1.4650 to 1.4670	0.907 to 0.910	98 to 108	172 to 177	<i>Basis 0.75%</i> When F.F.A. is (a) upto 0.75% no rebate (b) ex-ceeds 0.75% buyer's option to reject.	<i>Basis 1.2%</i> When unsap. matter exceeds 1.2% Buyer's option to reject.	0.25% to 0.60%
GRADE II. Do.	Do.	Do.	Do.	Do.	Do.	Do.	<i>Basis 2.00%</i> When F.F.A. is (a) upto 2.00% no rebate. (b) exceeds 2.00% buyer's option to reject.	Do.	0.10% to 0.60%

Specifications for coconut oil

Description	Moisture + sediment / suspended matter % by weight	Colour in 1" cell (Y+5R) not deeper than	Refractive index @ 40°C	Specific gravity @ 30°/30°C	Iodine value (wt%)	Saponifi- cation value	Unsaponification matter %	F.F.A.
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
I. REFINED EDIBLE The oil shall be the refined bleached and deodorised product obtained from copra and shall be free from admixture with any other oil or substance. It shall be clear and free from sediment or suspended matter and moisture as per these specifications.	Basis 0.1% When moisture + sedi- ment suspended matter (a) is upto 0.10% no rebate. (b) exceeds 0.10% buyer's option to re- ject.	Basis 2 Units When colour is (a) upto 2 Units no rebate. (b) exceeds 2 Units buyer's option to re- ject.	1.4480 to 1.4490	0.915 to 0.920	7.5 to 10.0	Min. 250	Basis 0.50% When unsap. matter exceeds 0.50% buyer's option to reject.	Basis 0.25% When F.F.A. (a) is upto 0.25% no rebate. (b) exceeds 0.25% bu- yer's option to reject.
II. GRADE I EDIBLE The oil shall be the product obtained by expression from copra and shall be free from admixture with any other oil or substance. It shall be clear and free from sediment or suspended matter and moisture as per these specifications. It shall have a sweet taste and characteristic odour of coconut oil. It shall also be free from rancidity.	Basis 0.25% When moisture plus sediment (a) is upto 0.25% no rebate. (b) exceeds 0.25% but does not exceed 0.50% single rebate. (c) exceeds 0.50% but does not exceed 0.75% double rebate for the full excess over 0.25%. (d) exceeds 0.75% bu- yer's option to reject. The rebate is payable by the seller to the bu- yer.	Basis 4 units. (a) When colour is upto 4 units no rebate. (b) is deeper than 4 units but not deeper than 5 units rebate @ Anna 1 per gr. of 28 lbs. (c) is deeper than 5 units but not deeper than 6 units rebate @ Anna 1 per gr. of 28 lbs. (d) is deeper than 6 units buyer's option to reject. The rebate is payable by the seller to the bu- yer.	1.4480 to 1.4490	0.915 to 0.920	7.5 to 10.0	Min. 250	Basis 0.8% When unsap. matter exceeds 0.8% bu- yer's option to re- ject.	Basis 1.00% When F.F.A. (a) is upto 1.00% no rebate. (b) exceeds 1.00% but does not exceed 1.25% 1½ times rebate for excess over 1.00% (c) exceeds 1.25% but does not exceed 1.50% double rebate for excess over 1.00%. (d) exceeds 1.50% buyer's option to reject. The rebate is payable by the seller to the buyer.
III. GRADE II EDIBLE. The oil shall be the product obtained by expression from copra and shall be free from admixture with any other oil or substance. It shall be clear and free from sediment or suspended matter and moisture as per these specifications. It shall have a sweet taste and characteristic odour of coconut oil. It shall also be free from rancidity.	Basis 0.25% When moisture + sedi- ment suspended matter (a) is upto 0.25% no rebate. (b) exceeds 0.25% but does not exceed 0.50% single rebate. (c) exceeds 0.50% but does not exceed 0.75% double rebate for excess over 0.25%. (d) exceeds 0.75% bu- yer's option to reject. The rebate is payable by the seller to the bu- yer.	Basis 11 Units. (a) When colour is not deeper than 11 units no rebate. (b) is deeper than 11 units but not deeper than 13 units rebate @ An. 0-1-0 per gr. of 28 lbs. (c) is deeper than 13 units buyer's option to reject. The rebate is payable by the seller to the buyer.	1.4480 to 1.4490	0.915 to 0.920	7.5 to 10.0	Min. 250	Basis 0.8% When unsap. matter exceeds 0.8% bu- yer's option to re- ject.	Basis 2.00% (a) When F.F.A. is upto 2.00% no re- bate. (b) exceeds 2.00% but does not exceed 2.50% 1½ times re- bate for excess over 2.00%. (c) exceeds 2.50% but does not exceed 3.00% double rebate for excess over 2.00%. (d) exceeds 3.00% buyer's option to re- ject. The rebate is payable by the seller to the buyer.

(C) Add the following contract forms for ready delivery contracts and delivery contracts in the appendix to the By-laws of the Exchange.

THE BOMBAY OILSEEDS AND OILS EXCHANGE LTD. FORM FOR

Ready Delivery Contracts for Oils.

Contract No. Bombay. 19 ..

Shri/Messrs.
Bombay.

Dear Sir/Sirs,

I/We have this day *bought through
bought from you.....
tons/barrels.....only 2 per cent more or less
of
at.....per qrt.

Delivery period at seller's option.

SOME IMPORTANT TERMS

REMARKS:

- (1) All disputes and differences (including quality of goods) in connection with this contract shall be settled according to the arbitration under the By-laws of the Bombay Oilseeds and Oils Exchange Ltd.

- (2) This contract shall not be cancelled except as provided in the By-laws of the Exchange.
- (3) In the event of the contract being for more than 18 tons, each 18 tons or part thereof shall be regarded as separate contract.
- (4) Unless otherwise mutually agreed to the goods shall be delivered by the seller to the buyer at the buyer's godown.
- (5) The seller shall deliver to the buyer at a time a minimum of 3 tons of oil and one unit of oil shall be delivered in not more than 4 instalments—instalment being delivery of oil effected in course of one day.
- (6) This is a READY DELIVERY CONTRACT.
- (7) Brokerage upto As. 0-4-0 per cent to be paid by the seller.

This contract is entered into subject to the By-laws in force from time to time of the Bombay Oilseeds and Oils Exchange Ltd., of which the parties admit that they have knowledge and notice of.

Yours faithfully,
Buyer's Signature.....

Broker.....

*Strike out wherever not applicable.

THE BOMBAY OILSEEDS AND OILS EXCHANGE LTD.
FORM FOR

Ready Delivery Contracts for Oils.

Contract No..... Bombay,.....19 .
Shri/Messrs.
Bombay.

Dear Sir/Sirs,

I/We have this day ^{*sold through}
sold to you.....
tons/barrels.....only 2 per cent more or less
of
at.....per qrt.

Delivery period at seller's option.

SOME IMPORTANT TERMS

REMARKS:

- (1) All disputes and differences (including quality of goods) in connection with this contract shall be settled according to the arbitration under the By-laws of the Bombay Oilseeds and Oils Exchange Ltd.
- (2) This contract shall not be cancelled except as provided in the By-laws of the Exchange.
- (3) In the event of the contract being for more than 18 tons, each 18 tons or part thereof shall be regarded as separate contract.
- (4) Unless otherwise mutually agreed to the goods shall be delivered by the seller to the buyer at the buyer's godown.
- (5) The seller shall deliver to the buyer at a time a minimum of 3 tons of oil and one unit of oil shall be delivered in not more than 4 instalments—instalment being delivery of oil effected in course of one day.
- (6) This is a **READY DELIVERY CONTRACT**.
- (7) Brokerage upto As. 0-4-0 per cent to be paid by the seller.

This contract is entered into subject to the By-laws in force from time to time of the Bombay Oilseeds and Oils Exchange Ltd., of which the parties admit that they have knowledge and notice of.

Yours faithfully,
Seller's Signature.....

Broker.....

*Strike out wherever not applicable.

THE BOMBAY OILSEEDS AND OILS EXCHANGE LTD.
FORM FOR

Non-Transferable Specific Delivery Contracts for Oils.

Contract No..... Bombay,.....19
Shri/Messrs.
Bombay.

Dear Sir/Sirs,

I/We have this day ^{*bought through}
bought from you.....
tons/barrels.....only 2 per cent more or less
of
at.....per qrt.

Delivery period at seller's option.

SOME IMPORTANT TERMS

REMARKS:

- (1) All disputes and differences (including quality of goods) in connection with this contract shall be settled according to the arbitration under the By-laws of the Bombay Oilseeds and Oils Exchange Ltd.
- (2) This contract shall not be cancelled except as provided in the By-laws of the Exchange.
- (3) In the event of the contract being for more than 18 tons, each 18 tons or part thereof shall be regarded as separate contract.
- (4) Unless otherwise mutually agreed to the goods shall be delivered by the seller to the buyer at the buyer's godown.
- (5) The seller shall deliver to the buyer at a time a minimum of 3 tons of oil and one unit of oil shall

be delivered in not more than 4 instalments—instalment being delivery of oil effected in course of one day.

(6) This is a **NON-TRANSFERABLE SPECIFIC DELIVERY CONTRACT**.

(7) Brokerage upto As. 0-4-0 per cent to be paid by the seller.

This contract is entered into subject to the By-laws in force from time to time of the Bombay Oilseeds and Oils Exchange Ltd., of which the parties admit that they have knowledge and notice of.

Yours faithfully,
Buyer's Signature.....

Broker.....

*Strike out wherever not applicable.

THE BOMBAY OILSEEDS AND OILS EXCHANGE LTD.
FORM FOR

Non-Transferable Specific Delivery Contracts for Oils.

Contract No..... Bombay,.....19 .
Shri/Messrs.
Bombay.

Dear Sir/Sirs,

I/We have this day ^{*sold through}
sold to you.....
tons/barrels.....only 2 per cent more or less
of
at.....per qrt.

Delivery period at seller's option.

SOME IMPORTANT TERMS

REMARKS:

- (1) All disputes and differences (including quality of goods) in connection with this contract shall be settled according to the arbitration under the By-laws of the Bombay Oilseeds and Oils Exchange Ltd.
- (2) This contract shall not be cancelled except as provided in the By-laws of the Exchange.
- (3) In the event of the contract being for more than 18 tons, each 18 tons or part thereof shall be regarded as separate contract.
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- (5) The seller shall deliver to the buyer at a time a minimum of 3 tons of oil and one unit of oil shall be delivered in not more than 4 instalments—instalment being delivery of oil effected in course of one day.
- (6) This is a **NON-TRANSFERABLE SPECIFIC DELIVERY CONTRACT**.
- (7) Brokerage upto As. 0-4-0 per cent to be paid by the seller.

This contract is entered into subject to the By-laws in force from time to time of the Bombay Oilseeds and Oils Exchange Ltd., of which the parties admit that they have knowledge and notice of.

Yours faithfully,
Seller's Signature.....

Broker.....

*Strike out wherever not applicable.

THE BOMBAY OILSEEDS AND OILS EXCHANGE LTD.
FORM FOR

Transferable Specific Delivery Contracts for Oils.

Contract No..... Bombay,.....19 .
Shri/Messrs.
Bombay.

Dear Sir/Sirs,

I/We have this day ^{*bought through} you.....
bought from

tons/barrels.....only 2 per cent more or less
of
atper qrt.

Delivery period at seller's option.

SOME IMPORTANT TERMS

REMARKS:

- (1) All disputes and differences (including quality of goods) in connection with this contract shall be settled according to the arbitration under the By-laws of the Bombay Oilseeds and Oils Exchange Ltd.
- (2) This contract shall not be cancelled except as provided in the By-laws of the Exchange.
- (3) In the event of the contract being for more than 18 tons, each 18 tons or part thereof shall be regarded as separate contract.
- (4) Unless otherwise mutually agreed to the goods shall be delivered by the seller to the buyer at the buyer's godown.
- (5) The seller shall deliver to the buyer at a time a minimum of 3 tons of oil and one unit of oil shall be delivered in not more than 4 instalments—instalment being delivery of oil effected in course of one day.
- (6) This is a TRANSFERABLE SPECIFIC DELIVERY CONTRACT.
- (7) Brokerage upto As. 0-4-0 per cent to be paid by the seller.

This contract is entered into subject to the By-laws in force from time to time of the Bombay Oilseeds and Oils Exchange Ltd., of which the parties admit that they have knowledge and notice of.

Yours faithfully,

Buyer's Signature.....

Broker.....

*Strike out wherever not applicable.

THE BOMBAY OILSEEDS AND OILS EXCHANGE LTD. FORM FOR

Transferable Specific Delivery Contracts for Oils.

Contract No..... Bombay,.....19 ..

Shri/Messrs.
Bombay.

Dear Sir/Sirs,

I/We have this day *sold through you.....
sold to

tons/barrels.....only 2 per cent more or less

of

at.....per qrt.

Delivery period at seller's option.

SOME IMPORTANT TERMS

REMARKS:

- (1) All disputes and differences (including quality of goods) in connection with this contract shall be settled according to the arbitration under the By-laws of the Bombay Oilseeds and Oils Exchange Ltd.
- (2) This contract shall not be cancelled except as provided in the By-laws of the Exchange.
- (3) In the event of the contract being for more than 18 tons, each 18 tons or part thereof shall be regarded as separate contract.
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This contract is entered into subject to the By-laws in force from time to time of the Bombay Oilseeds and Oils Exchange Ltd., of which the parties admit that they have knowledge and notice of.

Yours faithfully,

Seller's Signature.....

Broker.....

*Strike out wherever not applicable.

B. R. CHINAI

Secretary,

The Bombay Oilseeds and Oils Exchange Ltd.

Jenabai Building,
Masjid Bunder Road,
Bombay 3.

LOST

The Government Promissory Notes Nos. 395850/51 of the 3½ per cent loan of 1865 for Rs. 100 each originally standing in the name of Jotindra Nath Banerji the proprietor (since deceased), by whom they were never endorsed to any other person, having been lost, notice is hereby given that the payment of the above notes and the interest thereupon has been stopped at the Public Debt Office, Reserve Bank of India, Delhi, and that application is about to be made for the issue of duplicates in favour of the legal heir of the deceased. The public are cautioned against purchasing or otherwise dealing with the above mentioned securities.

Name of the advertiser—Anila Bala Deby (Succession Certificate holder).

Residence—C/o M. N. Banerjee, Asst. Teacher Rly. High School, Jamalpur (Bihar).

CHANGE OF NAME

"Shri Varadarajan Narayanan Clerk, General Manager's Office, Central Railway, Bombay wishes to be known in future as Rajnaran".

CHANGE OF NAME

Shri Purshottam Shridhar, Head-typist, General Manager's Office, Central Railway, V. T. Bombay, wishes to be known in future as Purshottam Shridhar Mohare.

CHANGE OF NAME

I, V. Viswanathan, Peon, Mechanical Superintendent's Office, Cochin Port will hereafter be known as C. Viswanathan and will sign accordingly.

Cochin 3, the 29th June 1957

V. VISWANATHAN

NOTICE

Notice is hereby given that Share Certificate No. D-15032 for five Shares Nos. 360156 to 360160 in the Reserve Bank of India issued in the name of Balkrishan has been lost, stolen or mislaid and that a claim to the compensation payable by the Government of India on these shares has been lodged with the Reserve Bank of India by the undersigned. It is hereby informed that no other person shall have any claim to the said compensation.

BALKRISHAN
Claimant

NOTICE

In the matter of Companies Act 1956 and of The Enterprise Private Ltd., Trichur (in liquidation)
Notice by Liquidator under section 509 (1) (b) of The Companies Act.

I

Notice is hereby given that a General meeting of the members of the above Company will be held at the Registered Office of the Company at 4 p.m. on 23-11-57 for the purpose of laying thereat the liquidator's final account of winding up.

NOTICE

In the matter of Companies Act 1956 and of The Enterprise Private Ltd. Trichur (in liquidation)
Notice by Liquidator under section 509 (1) (b) of the Companies Act

II

Notice is hereby given that a meeting of the Creditors of the above Company will be held at the Registered Office

of the Company at 5 p.m. on 23-11-57 for the purpose of laying thereat the liquidator's final account of winding up.

A. K. T. K. N. VASUDEVAN NAMBUDRIPAD

Liquidator

NOTICE

In the matter of Neo Investment Ltd. (in voluntary liquidation)

Notice is hereby given pursuant to Section 497 of the Indian Companies Act that a general meeting of the above Company will be held at 155 Upper Chitpore Road, Calcutta on Monday, the 21st October 1957, at 12 noon for the purpose of laying the liquidator's account showing how the winding up has been conducted and property of the Company has been disposed of.

Calcutta, the 16th September 1957

B. G. BASU

Liquidator